



AGENDA

REDMOND CITY COUNCIL STUDY SESSION
NOVEMBER 29, 2016
7:30 PM

COUNCIL CHAMBER, CITY HALL
15670 NE 85TH STREET

MAYOR
John Marchione
COUNCILMEMBERS
Hank Margeson, President
Kim Allen, Vice-President
Angela Birney
David Carson
Hank Myers
Byron Shutz
John Stilin

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<http://www.redmond.gov/CouncilMeetings>

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Please contact the City Clerk's office at (425) 556-2190 one week in advance of the meeting.

Human Services Commission Candidate Interview

Redmond City Council Study Session

- Approval of Agreement for WAVE Aquatics in the Amount of \$100,000
- 2016 Redmond Lights Overview
- Council Talk Time



MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: November 29, 2016

SUBJECT: Approval of Agreement for WAVE Aquatics in the Amount of \$100,000

I. RECOMMENDED ACTION

City Council approval of a new contract with WAVE Aquatics for the operation of the Redmond Pool

II. DEPARTMENT CONTACTS

Maxine Whattam, Director of Parks and Recreation 425-556-2310

Rachel VanWinkle, Deputy Director of Parks and Recreation 425-556-2360

III. DESCRIPTION/BACKGROUND

The City of Redmond has been under contract with WAVE Aquatics to operate the Redmond Pool at Hartman Park since October 2010. The current agreement expires on December 31, 2016. Under terms of the existing agreement WAVE is responsible for the pool's programming and daily operations, while the City is responsible for providing major maintenance and repairs.

The revised proposed contract with WAVE Aquatics recognizes the City's investment of up to \$100,000 to keep the pool operating on "life support" for an undetermined timeframe. Proposed revisions also include: an increase in WAVE's commercial general liability insurance requirement from \$2 million to \$5 million; additional daily logging and reporting requirements for WAVE operations and incidents; additional training for WAVE employees; and elimination of the City's indemnification of WAVE. The agreement is proposed to take effect on January 1, 2017, with the terms of the agreement for three months, with possible extensions of up to six (6) three month periods, as necessary, by mutual agreement, unless terminated.

This item was presented at the November 1, 2016, Parks and Human Services Committee and will be placed on the December 6, 2016, City Council agenda for approval, pending the outcome of the study session.

IV. IMPACT

A. **Service/Delivery:** This agreement with WAVE will provide for continuation of aquatics programming and daily operations of the pool at Hartman Park. If not

approved, these services would be discontinued for the public.

B. **Fiscal:** City funding provides for major maintenance and repair of the pool. Per the agreement, net revenues from pool operations are split equally between the parties. In 2015 the City's portion of revenue sharing was \$18,074.

V. ALTERNATIVES TO STAFF RECOMMENDATION

The City Council could choose to revise the proposed terms of the agreement. The City Council could choose not to approve the pool operating agreement.

VI. TIME CONSTRAINTS

The current agreement with WAVE Aquatics expires on December 31, 2016.

VII. LIST OF ATTACHMENTS

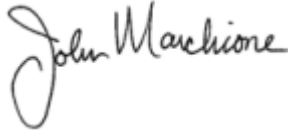
A. Agreement between the City of Redmond and WAVE Aquatics.



Maxine Whattam, Director of Parks and Recreation

11/21/2016

Date



11/22/2016

Date

Approved for Agenda _____
John Marchione, Mayor

**AGREEMENT BETWEEN THE CITY OF REDMOND AND
WAVE AQUATICS FOR THE OPERATION OF THE
REDMOND POOL – DECEMBER 2016**

THIS OPERATING AGREEMENT (“the Operating Agreement”) is entered into by and between the City of Redmond, a Washington municipal corporation (“the City”), and WAVE Aquatics, a 501(c)(3) private non-profit corporation (“WAVE”).

RECITALS

A. The Redmond Pool (“the Pool”), located at 17535 NE 104th Street, Redmond, Washington, was built as part of the Forward Thrust Initiative in approximately 1974.

B. From the date of its construction until April 1, 2003, the Pool was owned and operated by King County on land owned by the City, pursuant to a forty (40) year ground lease dated May 28, 1970.

C. The ground lease expired on May 28, 2010 and the City took ownership of the Pool from King County. The City originally entered into an operating agreement for the Pool with Northwest Center, but that operating agreement was terminated in 2010 by mutual agreement.

D. In October 2010, the City and WAVE entered into an operating agreement under which WAVE has operated the Pool. The initial October 2010 Operating Agreement expired on December 31, 2012, was subsequently renewed on December 21, 2012 – December 31, 2014, and was subsequently renewed on January 1, 2015 – December 31, 2016.

E. WAVE and the City acknowledge that the City made capital improvements to the pool in 2010, and has recently made interim capital maintenance and repair improvements to the pool, in an amount not to exceed \$100,000, in an effort to keep the pool operating for an undetermined timeframe in the future.

F. WAVE and the City have agreed to enter into a new operating agreement for the Pool and have agreed to set forth the terms and conditions of their agreement in writing.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. WAVE to Operate Pool. WAVE shall operate the Pool during the term of this Agreement. Operation includes providing the following at WAVE’s expense, in addition to any other duties prescribed in this Agreement:

A. Providing for the day-to-day operation, maintenance, and repair of the pool in compliance with all federal, state, and local laws and regulations and in a clean, safe, and professional manner;

B. Providing programs and hours of operation that are reasonably similar to those programs and hours of operation provided under the October 2010 Operating Agreement; and working with the City of Redmond Parks and Recreation Department to assess program and event needs, and to address accommodation for persons with disabilities and other special needs; and providing timely information for City promotions and website. WAVE will also provide up to 5 hours of pool time for City programs per month through either making pool space available at staffing cost, or by allowing up to 40 registered participants in Parks and Recreation Programs to use the pool during regular open swim times at no cost;

C. Obtaining all necessary licenses and permits for operation of the pool;

D. Managing pool advertising and promotions, patron registrations, agreements with various user groups, drop in use and instruction, and specialty programming provided by outside agencies, such as SCUBA training or Redmond Parks and Recreation;

E. Maintaining pool water quality standards and arranging and paying for water quality sampling, laboratory analysis, and field testing of pool water as prescribed by WAC 246-260-111. Copies of the results of such sampling and testing shall be provided to the City;

F. Complying with all monitoring, reporting, and recordkeeping requirements of a pool owner under WAC 246-260-121;

G. Establishing and implementing standard operating procedures and developing and maintaining a written operations manual as required by WAC 246-260-131. A copy of the procedures and written operations manual shall be provided to the City;

H. Checking each physical component of the pool facility routinely in order to ensure that the requirements of WAC 246-260-131 are met, and maintaining and repairing pool equipment, such as diving boards, diving blocks, and other equipment used for programming;

I. Providing, maintaining, and repairing pool depth markings and signage specifying user rules and safety information as required by WAC 246-260-131;

J. Providing trained lifeguards and other appropriate trained personnel to provide monitoring of the pool facilities and to perform other tasks required by this Agreement and WAC 246-260-131, and ensuring that all such persons have been subjected to appropriate background checks for persons with access to children and vulnerable adults and possess any required certifications;

K. Providing prompt and timely payment of all applicable taxes and remittance of all employee-related withholdings, including but not limited to all personnel, employment, and sales taxes;

L. Preparing and implementing an emergency response plan as required by WAC 246-260-131. A copy of the emergency response plan shall be provided to the City;

M. Providing all uniforms, office equipment, office systems, and office supplies necessary for WAVE to operate the Pool as required by this Agreement;

N. Providing ordinary, routine maintenance for the pool facility, including but not limited to, cleaning restrooms, offices, public spaces, electrical rooms, and equipment rooms, and performing minor maintenance and repairs; and

O. Providing the necessary supplies for pool operations, including but not limited to pool chemicals, paper towels, restroom supplies, and light bulbs. WAVE shall provide the City with copies of the MSDS forms for all chemicals used at the Pool.

P. Providing compliance with state law and City policies prohibiting use of tobacco or tobacco products, use of any alcohol or drugs or other controlled substances on the premises.

Q. Providing supervisor training for all pool supervisors and head guards, and training of all employees on harassment and sexual harassment annually;

2. Pool Revenues. The net revenues from pool operations shall be split equally between the parties as follows: As provided in the October 2010 Operating Agreement, Amendment No. 1 to the Agreement, and subsequent Operating Agreement for the 2015-2016 operating period, WAVE shall pay the City 50% of the net revenues for the calendar year ending December 31, 2016 on January 15, 2017. In the event that the pool remains operational and the contract is in effect beyond March 31, 2017 by mutual consent of the parties, WAVE shall pay the City 50% of the net revenue for each renewal quarter of operations by the 15th of January, 2018, unless another arrangement is agreed to by the parties.

3. Capital Improvements and Major Repairs. Except as provided in this Section, the City shall be responsible for all capital improvements and major repairs to the Pool, including but not limited to, improvements and repairs to the building shell (building structure, exterior walls, and roof), pool drains, electrical system, plumbing system, pool liner, and HVAC system. WAVE shall be responsible for repairs necessitated by the negligent acts, errors, or omissions of WAVE in operating the Pool. WAVE shall not make any alterations, additions, renovations, or capital improvements or major repairs to the Pool, or seek funding to make such capital improvements or major repairs to the Pool without the City's express written consent. Nothing in this Agreement obligates the City to make any capital improvement or major repair to the Pool which the City determines, in its sole discretion, is not financially prudent for the City. The City's responsibility to make capital improvements and repairs under this section is expressly subject to the City's right to terminate this Agreement as set forth in Section 12 below.

The City agrees to consult with WAVE before making any final decision on whether or not to make any capital improvement or repair, but the City has the sole discretion as to whether

or not to make such an improvement or repair. A good faith effort will be made to make repairs with a minimum disruption to the program schedule. Any improvements or repairs proposed to be made or constructed by WAVE, and the funding proposed for such improvements or repairs, are subject to the City's review and approval. WAVE shall provide the City with an estimated cost and verification of the actual cost to complete any agreed upon improvements.

All improvements made and trade fixtures installed by WAVE shall become the property of the City at the expiration or termination of this Operating Agreement without further compensation to WAVE.

4. Utilities. WAVE shall be responsible for paying the monthly charges for water, sewer, storm water, electricity, and natural gas provided to the Pool facility. WAVE will also be responsible for paying the monthly charges for telephone, internet, and cable television service, if any.

5. Reports. WAVE shall provide the following reports to the City:

A. WAVE shall immediately report any and all accidents and incidents to the City, including those requiring 911 response, and shall provide the City with copies of all accident reports required by WAC 246-260-121. An incident is a pool-related event in which injury or ill-health occurred or could have occurred, either an accident or a near miss (meaning that no injury or illness occurred).

B. WAVE shall immediately report any violation noted by the Department of Health to the City and shall provide the City with copies of any report or notice generated by the Department of Health and any response or report of corrective action generated by WAVE.

C. WAVE shall immediately report any maintenance, repair, or other emergency building response that will require the City to allocate any staff or resources to resolve.

D. WAVE shall provide monthly reports to the City regarding usage, maintenance, and operation of the Pool, including but not limited to, usage and revenue therefrom, pool users, including location of residency, where available, repairs and improvements, fee schedules, utility costs, staffing costs, hours of operation, staff in-service training agendas and attendance logs, pool schedule and programs, and maintenance costs.

E. WAVE shall maintain a log book to record daily operational issues, including, but not limited to, customer complaints, staff concerns, actions/decisions, incidents, lifeguard assists, and shall make this log available to the City upon request.

F. WAVE shall immediately report to the City any and all complaints made against employees, including, but not limited to harassment, sexual harassment, and sex offenses.

G. WAVE shall immediately report to the City all employee discipline, including verbal counseling.

H. WAVE shall provide to the City copies of background checks of all employees, for those currently on staff and for those hired, immediately after hire.

I. WAVE shall immediately report to the City the arrest of any WAVE employee.

J. WAVE shall be required to document all complaints against WAVE employees, and immediately report those complaints to the City.

6. Inspections. The City shall have the right to enter the Pool at any time in order to inspect the facility and to ensure the safety and health of customers and WAVE employees, and that all provisions of this Agreement and all state, federal and local building, fire, and pool operation regulations are being complied with.

7. Records-Audits. Each party shall have the right, at any time during regular business hours, to review the books and records maintained by the other party with respect to pool operations, maintenance, revenues, and expenditures, including but not limited to, programming materials, maintenance logs, safety and accident reports, Department of Health reports, income and expense statements, inspection reports, and registration information and reports, in order to audit the same and determine compliance with this Agreement.

8. Pool Closures.

A. The parties acknowledge that the Pool may have to be closed temporarily from time to time during the term of this Agreement in order to perform required maintenance or to make necessary repairs. In the event that either party determines that closure is necessary for such purpose, the parties shall meet and confer regarding the need for such closure and the duration thereof. The final decision on any such closure shall rest with the City. WAVE shall not be entitled to any compensation from the City for lost revenues as the result of a closure for required maintenance or repairs.

B. In the event that the Department of Health orders the Pool closed because of any non-compliance by WAVE with Department of Health requirements, or in the event that the Pool must otherwise be closed because of the failure of WAVE to comply with any other term or condition of this Agreement, WAVE shall be liable for all closure-related expenses, including but not limited to, any actual expenses incurred by the City in physically closing the Pool and any program or contract refunds. WAVE shall not be held accountable for a Department of Health closure that is the result of the City not performing the necessary maintenance and repairs.

9. Indemnity.

A. WAVE shall release, protect, save harmless, indemnify, and defend, at its own expense, the City, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments or awards of damages of any kind (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts, errors, or omissions of WAVE, its officers, employees, contractors, subcontractors, agents, and volunteers in performing this Agreement.

B. No liability shall be attached to either party by reason of entering into this Agreement except as expressly provided herein.

C.. It is further specifically and expressly understood that Wave's indemnification provided herein constitutes such party's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purpose and solely to the extent required to provide the indemnification required in this Section.

F. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance. Throughout the term of this Agreement, WAVE shall maintain a combination of commercial general liability, automobile insurance, and excess coverage of not less than \$5 million (\$5,000,000) per occurrence. WAVE shall maintain workers' compensation insurance in amounts sufficient pursuant to the laws of the State of Washington. The City, its officers, elected officials, agents, volunteers, and employees shall be named as a Primary Non-Contributory additional insured on all such policies, with the exception of workers' compensation coverage. WAVE shall provide certificates of insurance and an endorsement copy of such insurance concurrent with the execution of this Agreement. All insurance policies shall contain a clause or endorsement providing that they may not be terminated or materially amended during the term of this Agreement, except after thirty (30) days prior written notice to the City.

11. Duration. This Agreement and the obligations of the parties under it shall become effective on January 1, 2017 and shall be in effect for three months, expiring at the close of business for the Pool on March 31, 2017, unless sooner extended for an additional three months, or terminated. The City of Redmond reserves the right to extend the term of this Agreement for up to six three-month periods as necessary if mutually agreed by the parties unless sooner extended or terminated.

12. Termination. This Agreement may be terminated as follows:

A. By mutual agreement of the parties;

B. By either party without cause upon the giving of thirty (30) days' written notice to the other party. All terms of the Agreement remain in effect until the stated termination date. Final cost settlement shall be made thirty (30) days after termination of this Agreement.

B. By either party for material breach of this Agreement's terms by the other party, provided, that no such termination shall become effective unless the non-breaching party provides at least thirty (30) days' written notice to the other party and an opportunity to cure the breach within that thirty (30) day period. If the breach cannot reasonably be cured within thirty (30) days, this Agreement shall not terminate if the breaching party has commenced cure within thirty (30) days and diligently pursues the same to conclusion.

13. Dispute Resolution. The parties mutually agree to use a formal dispute resolution process, such as mediation, through an agreed upon mediator, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services will be divided equally among the parties to the dispute. Each party will be responsible for their own legal representation, provided, that nothing in this Section 13 shall be construed to limit or negate the parties' ability to indemnify and defend as set forth in Section 9 above. In the event that agreement cannot be reached through the formal dispute resolution process contemplated by this Section, the parties reserve the right to seek any available legal or equitable remedy, including litigation, to resolve the dispute.

14. Notices. Notices required by this Agreement shall be given to the parties at the following addresses:

To the City:

Maxine Whattam
Director of Parks & Recreation
City of Redmond
15670 N.E. 85th Street
P.O. Box 97010
Mail Stop 4NPK
Redmond, WA 98073-9710
(425) 556-2310

To WAVE:

Gordon Macdonald, Board President
WAVE Aquatics
P.O. Box 2953
Kirkland, WA 98083-2953

Notices shall be deemed given upon personal delivery to the individuals named above, or in the case such notice is mailed, three days after the written notice is placed in the United States Mail, postage prepaid, addressed to the individuals named above.

15. Miscellaneous Provisions.

A. Assignment and Subcontract. WAVE shall not assign or subcontract its rights or obligations under this Agreement without the express written consent of the City.

B. No Waiver. Waiver by any party of any breach of this Agreement shall not constitute a waiver of any subsequent breach or of a breach of any other provision.

C. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

D. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Subject to the dispute resolution provisions of Section 13, venue for any action brought to enforce any provision of this Agreement or to seek redress for any breach thereof shall be in the superior court of King County, Washington.

E. Attorney's Fees. In the event that either party commences litigation against the other party to enforce any provision of this Agreement or to seek redress for any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees incurred in the litigation from the other party.

F. Construction. Both parties participated equally in the drafting of this Agreement and this Agreement shall not be construed against either party as drafter.

G. Amendment. This Agreement may be amended only by a written instruments signed by both parties.

H. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning its subject matter and supersedes all prior understandings and agreements.

EXECUTED by the parties on the dates hereinafter written.

CITY OF REDMOND

WAVE AQUATICS

John Marchione, Mayor

Gordon Macdonald, Board President

Date: _____

Date: _____



MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: November 29, 2016

SUBJECT: 2016 Redmond Lights Overview

I. RECOMMENDED ACTION

Staff will provide the City Council with an overview of Redmond Lights, which is planned for December 3, 2016.

II. DEPARTMENT CONTACTS

Maxine Whattam, Parks and Recreation Director
Rachel Van Winkle, Parks and Recreation Deputy Director
Megan Worzella, Parks and Recreation Events Coordinator

III. DESCRIPTION/BACKGROUND

The following is a summary of the Redmond Lights community event.

New Event Elements

- § Participatory Lantern Art project led by past Arts Commissioner Koloud 'Kay' Tarapolsi, which is inspired by Winter lantern making traditions throughout the world
- § Four temporary artist-commissioned light installations, approved by the Arts and Culture Commission, will be interspersed throughout event and include:
 - GlowWorm by Seattle Design Nerds,
 - Rippling Holiday Lights by Suzanne Tidwell,
 - Untitled (Lanterns) by Elise Koncsek,
 - Love Your Neighbor – Sassy, Your Friendly Neighborhood Sasquatch by Kristie Smith & Vikram Madan
- § DigiPen partners will provide Jazz Ensemble to perform in City Hall
- § A new installation on the Great Lawn will feature Wire Globes and a roving light performer

Sponsorship Updates

- § Combined dollars and in-kind sponsorship support is currently at \$51,000 (an increase from last year's total of \$32,000).
- § Contributing to this total is additional \$5,000 of in-kind support from Redmond Town Center and contributions from seven new businesses
- § In-kind support has doubled year over year

Partners (Internal and External)

- § Leary Way businesses are partnering with the City to provide Downtown ‘after party specials’ coordinated by the Economic Development Team
- § Microsoft is providing shuttles
- § DigiPen is providing musical entertainment
- § City booth hosts include: Green Redmond/Forterra, Police, Safety, Redmond’s Community Centers Project/Enviro Issues, Human Services, Go Redmond
- § Faith Groups offering crafts and activities: Baha’i Faith, M.A.P.S., Vedic Cultural Center, Latter Day Saints, Creekside Covenant, Redmond United Methodist, Washington Cathedral, Meadowbrook

Lighting, Activities and Entertainment

- § City Campus Activities: Face painting, cookie decorating, kids crafts, holiday market, campus lighting
- § A sampling of the entertainment line-up throughout event includes: International Lion Dance, Quicha Mashis, Keith Highlanders Pipe Band, Taiko Drummers, Pacific Island Band, Rhythms of India, several acapella groups and choirs

Volunteers

- § Shifts are more than 75 percent full
- § Many local groups are volunteering including Boy Scouts, Cadets, Farrel-McWhirter Park, teen and adaptive recreation program participants

Logistical Updates

- § New shuttle stop: highlighting City Hall as event entrance, shifting shuttle drop-off to City Hall traffic circle
- § Route adjustment: luminary walk to turn into Town Center at 164th – increased pedestrian safety
- § No road closures affecting driveways or business access. Re-routing of cars around 164th roundabout from 5:30pm to 7:30pm
- § No closure of Sky Painting parking lot or City Hall lot to maximize available parking
- § No fire on Campus or at the Erratic

IV. IMPACT

A. **Service/Delivery**: None

B. **Fiscal**: None

V. ALTERNATIVES TO STAFF RECOMMENDATION

None

VI. TIME CONSTRAINTS

None

VII. LIST OF ATTACHMENTS

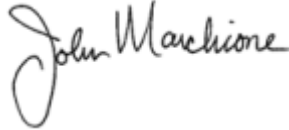
PowerPoint Presentation



Maxine Whattam, Director of Parks and Recreation

11/18/2016

Date



Approved for Agenda _____
John Marchione, Mayor

11/21/2016

Date

Redmond Lights 2016

Council Study Session
November 29th, 2016



CityofRedmond
WASHINGTON

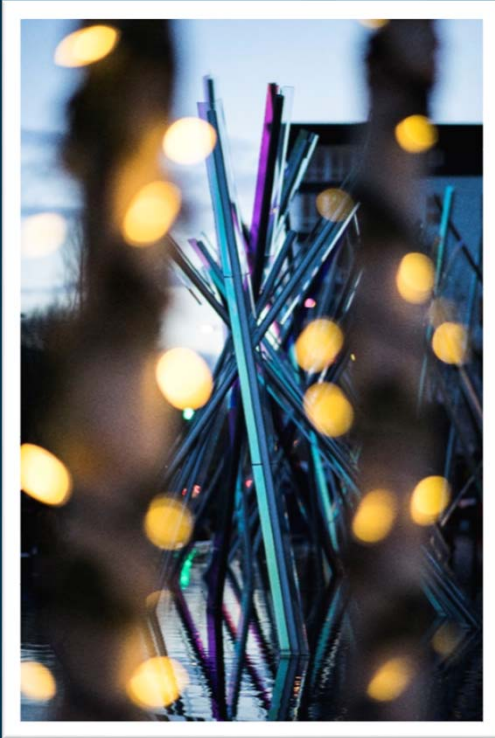
Informational Briefing



Previous Touches with Council

- Parks and Human Services Committee – October 4th





Agenda

- Event Highlights
- Summary of Event Support
- Logistical Changes

Event Highlights

Arts and Entertainment at Redmond Lights



Event Support

- Sponsors – monetary and in-kind
- External Partners
- Faith Groups
- Volunteer Groups
- City Departments and Internal Partners

Logistical Changes





Discussion



Megan Worzella
Parks and Recreation
425-556-2395
mworzella@redmond.gov